



**ADVERTISEMENT FOR BIDS**  
**CITY OF ASHEVILLE**  
**CITY HALL BUILDING**  
**ARMED SECURITY SERVICE**  
**Bid #298-City-Hall-Security**

**BIDS:** The City of Asheville is seeking bids to provide armed security guard services at Asheville City Hall. Sealed bids will be received by the City of Asheville Risk Management Division, attention: Brad Stein. Please direct all bidding and Scope of Service questions via e-mail to: [bstein@ashevillenc.gov](mailto:bstein@ashevillenc.gov). **The Bid will be released March 17, 2016** on the following website:

<http://www.ashevillenc.gov/Departments/Purchasing/RequestsforBidsProposals.aspx>

After the Bid issue date, all communications between the Risk Management Division and prospective bidders shall be via email. All inquiries, requests for interpretation, technical questions or clarification shall be directed to [bstein@ashevillenc.gov](mailto:bstein@ashevillenc.gov). All questions concerning this Bid shall reference the Bid number, section number and paragraph. Questions and responses affecting the scope of the services will be provided to all bidders by issuance of an Addendum at: <http://www.ashevillenc.gov/Departments/Purchasing/RequestsforBidsProposals.aspx>

Issuance of Bid	March 17, 2016
Questions due by:	April 17, 2016
Addenda posted by:	April 19, 2016
Proposals Due:	3:00 PM EST April 21, 2016
Selection / Negotiations:	By June 1, 2016
Contract Start Date and Completion Date:	July 1, 2016 – June 30, 2017
Subsequent Contract Start/Completion Dates: - City reserves option to renew for four additional individual years	July 1, 2017 – June 30, 2018 July 1, 2018 – June 30, 2019 July 1, 2019 – June 30, 2020 July 1, 2020 – June 30, 2021

**SCOPE OF SERVICES:** Provide armed, uniformed security officer(s) to screen visitors entering Asheville City Hall, monitor occupant safety, and report activities as outlined:

1. Security coverage:

- Provide two (2) armed security guards (Guards) at Asheville City Hall for a total of 78 hours per week. The Contractor ensures one (1) Guard will begin work at 7:30a.m. Monday-Friday and one (1) Guard will work until 5:30p.m., Monday-Friday. The Contractor ensures dual Guard coverage from 9:30a.m. to 3:30p.m., Monday-Friday. Each Guard shall have a daily 30 minute on-site lunch break. Officer staff hours will be maintained for a three (3) month assessment period. After September 30, 2016, the City of Asheville (City) may elect to maintain or modify Guard hours. The City will notify the Contractor in writing if Guard hours will be modified.
  - In addition to the hours specified above, the Contractor will provide two (2) Guards for scheduled Asheville City Council meetings, occurring the second and fourth Tuesday of every month, with the exception of meetings cancelled by City Council. The Guards will process invitees at the beginning of Council Meetings and at least one Guard will remain on site until the conclusion of each City Council meeting.
  - The City of Asheville may require additional security at any time with appropriate notice.
2. During a specific work shift, the security guard(s) will be expected to perform various tasks as outlined in **Exhibit A** of this Bid. All Federal, State, and City policies, standards, and guidelines must be followed.
3. All insurance requirements must be satisfied and maintained.
4. All security officers must be properly trained and credentialed.
5. All security officers must be properly screened for criminal background information.

The bid shall include one (1) hourly rate for armed guard service operations and include an estimate for annual hours and associated costs to meet the general requirements referenced within this Bid's Scope of Work. The initial contract period will be annual, beginning July 1, 2016 – June 30, 2017, with the option to for the City to renew four (4) additional individual years for armed security services annually at the City's sole discretion.

All bidders must be properly licensed in accordance with all North Carolina general statutes and City ordinances and shall have a minimum of five (5) consecutive years of experience in the private security sector.

The City of Asheville reserves the right to reject any or all bids or to waive any informalities in the bidding and to award a Contract in the best interest of the City of Asheville.

**MINORITY BUSINESS PROGRAM GUIDELINES:** The City of Asheville has adopted a Minority Business Plan to encourage participation by minority and women owned businesses in the award of contracts. Organizations submitting proposals are hereby notified that this bid is subject to the provisions of that Plan.

In contracting for services, the City asks that in providing your qualifications for this bid, that you indicate if you will need to subcontract any portion of the work where a subcontractor is necessary must be noted. It is expected that due diligence is accomplished to outreach to those minority and women companies providing the work you may need.

Questions regarding the Minority Business Plan may be directed to Brenda Mills, Economic Development Specialist, Community & Economic Development, City of Asheville, P.O. Box 7148, Asheville, NC 28802-7148, by phone at (828) 259-8050 or by email at [bmills@ashevillenc.gov](mailto:bmills@ashevillenc.gov).

Access to a list of HUB (or Historically Underutilized Businesses) through the VendorLink system for the State of North Carolina. Other certifications which indicate minority or woman owned status may be used on this bid as long as they can be confirmed. There are two links for locating certified minority firms

1. <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (indicate HUB status for your search) or
2. [www.doa.state.nc.us/hub](http://www.doa.state.nc.us/hub) (link will allow search for just HUB vendors)

It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

**NON-APPROPRIATION:** All funds for payment are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services to be provided under the Agreement to be entered into pursuant to this RFP, the City will terminate the Agreement without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement are spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Agreement, cancellation shall be accepted by the Bidder on thirty day's prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Agreement beyond the date of termination.

**INSURANCE:** The Successful Bidder (Bidder) agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability (**including Security Guard Liability**), workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. **Bidder shall provide evidence of insurance coverage consistent with this requirement prior to contract award.** The Bidder shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Bidder's general liability policy and provide a waiver of subrogation on the Bidder's workers' compensation policy. In the event of bodily injury or property damage loss caused by the Bidder's negligent acts or omissions in connection with Bidder's services performed under this Agreement, the Bidder's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how "Other Insurance" provisions may read. No work shall be performed until Bidder has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City.

Commercial General Liability:	\$1,000,000 per occurrence
Excess (Umbrella) Liability:	\$5,000,000
Workers' Compensation:	Statutory

Employer's Liability:

\$1,000,000

**INDEMNIFICATION:** The Successful Bidder (Bidder) shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Bidder or any employee, agent or assign of the Bidder. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.

**AMERICANS WITH DISABILITIES ACT:** The City of Asheville services are required to comply with the Americans With Disabilities Act which prohibits discrimination on the basis of disability. The City of Asheville and its contracted facility operators will make reasonable accommodations in all programs to enable participation by an individual who meets eligibility requirements. Programs and services will be available in the most integrated setting for each individual.

**IRAN DIVESTMENT ACT COMPLIANCE:** By submitting this proposal, the Bidder certifies that, as of the date of submission, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Bidder shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**EVALUATION AND AWARD CRITERIA:** The City will evaluate bidder's experience and qualifications providing armed guard services. The City will consider the top bidder's cost estimates, but the City is not bound to select the bid with the lowest proposed cost. The bidder best meeting the City's expectations for experience, service approach and cost will be considered.

City staff will conduct the initial bid evaluation and screening. The top ranked bidders may be invited to make a presentation.

## **EXHIBIT A**

### **SCOPE OF WORK**

The City of Asheville is soliciting bids from private companies to provide armed security guard services for Asheville City Hall and looks forward to receiving responses outlining your company's experience providing the following required services:

- 1) Provide armed uniformed security officers to screen/monitor/report activities in the Asheville City Hall. Coverage shall include the following hours and activities:
  - Provide two (2) armed security guards (Guards) at Asheville City Hall for a total of 78 hours per week. The Contractor ensures one (1) Guard will begin work at 7:30a.m. Monday-Friday and one (1) Guard will work until 5:30p.m., Monday-Friday. The Contractor ensures dual Guard coverage from 9:30a.m. to 3:30p.m. Monday-Friday. Each Guard shall have a daily 30 minute on-site lunch break. Guard hours will be maintained for a three (3) month assessment period. After September 30, 2016, the City of Asheville (City) may elect to maintain or modify Guard hours. The City will notify the Contractor in writing if Guard hours will be modified.
  - In addition to the hours specified above, the Contractor will provide two (2) Guards for scheduled Asheville City Council meetings, occurring the second and fourth Tuesday of every month, with the exception of meetings cancelled by City Council. The Guards will process invitees at the beginning of Council Meetings and at least one (1) Guard will remain on site until the conclusion of each City Council meeting.
  - The City may request additional security hours with appropriate notice.
  - At anytime City Hall occupants/invitees become confrontational, guards shall use a City-issued telephone or radio to call for police assistance and request the
  - If guards witness any criminal activity immediately call the police.
  - If guards observe any person(s) with any type of weapon immediately call the police. When the police arrive give them the description of the individual(s) and their location.

- Lock and unlock, main City Hall entrance per the posted schedule.
- Provide customer assistance to direct customers to their desired destinations and advise how to exit City Hall.
- Upon City employee request, security guards will respond to office locations to observe City Hall invitees/employees to ensure safety.
- The objective is to maintain a presence at the City Hall Security Area to deter and intercept potentially unsafe individuals and activities.
- Make yourself seen, this is a high visibility site. We want patrons to see the presence of security.

### 3) Communications:

- Guards will be supplied with a City-issued cellular telephone to enable guards to contact the police or building occupants, if necessary. The telephone will also be used to communicate with City Risk Management or City Hall Employees as needed. *No personal calls are to be made on the City telephone.*
- When using the telephone use plain English not codes. Simply let police dispatch know the problem.
- When calling dispatch identify yourself as a City Hall security officer.
- In case of emergency, call 911 or radio APD Communications Dispatch.
- Brad Stein is City of Asheville Risk Manager; 828-552-1179.

- 4) **TRAINING**: All security officers are to be properly trained to industry standards and include familiarization with all inside and outside areas of Asheville City Hall, applicable policies and procedures of the City of Asheville, basic fire protection training, safety training and any other training required by the City of Asheville.
- 5) **EQUIPMENT AND UNIFORMS**: Bidder to supply all operational equipment necessary for armed security guards, including: shirt, shirt badge, long pants, fire arm, uniform belt and black shoes, or other such uniform that is acceptable to the City.
- 6) **CRIMINAL BACKGROUND CHECKS**: Bidder shall provide armed security guard criminal background checks. Said background check reports shall be provided to the City before an officer is assigned to work at Asheville City Hall.
- 7) The City of Asheville is a drug-free workplace employer. The Asheville City Council has also adopted a policy requiring City construction and service contractors to provide a drug-free workplace in the performance of any City contract. This policy may be reviewed at:  
<http://www.ashevillenc.gov/Departments/Purchasing/DrugFreeWorkPolicy.aspx>

By submitting a request for bid, a prospective primary vendor certifies that it and all sub-vendors will comply with the City of Asheville drug- free workplace requirement. A false certification or the failure to comply with the above drug-free workplace

requirements during the performance of contract shall be grounds for suspension, termination, or debarment.

## **EXHIBIT B**

### **QUALIFICATIONS AND SUBMISSION REQUIREMENTS**

THE FOLLOWING INFORMATION SHOULD BE COMPLETED AND RETURNED.  
ATTACH ADDITIONAL PAGES AS NEEDED.

#### **BUSINESS INFORMATION**

1. Name of Firm (exactly as it is to appear on the agreement):
2. Servicing Office Address:
3. Telephone Number:
4. Email Address:
5. Contact Person/Title:
6. Tax ID #:
7. Form of Business Entity (check one):
  - Corporation ☐
  - Partnership ☐
  - Joint Venture ☐
  - Individual ☐
8. Total Staff:
9. Total Number of armed security guards:
10. What is your median client size?

#### **EXPERIENCE**

1. Provide the number of years engaged in the security business:
2. Provide the number of years engaged in the public sector security business:
3. Number of years individuals assigned to this proposed contract engaged in the public sector security business:
4. How many clients do you have?
5. How many public sector clients do you have?
6. What is the population of your largest municipal government client?
7. Describe your firm's experience with public entities on a nation-wide basis.

8. List current local government clients and services provided including the type of coverage specifically, such as: armed security services and unarmed security services.
9. Who will manage/service this account (provide name and title)? Please list all local governments and public entities this person(s) has directly serviced.
10. References – Please provide a list of three (3) verifiable client references your firm provides services to of similar scope to the City, all of whom are able to comment on your firm's relevant experience. This list should include at least two (2) active client references and one reference from a former client. Please include company name, contact name, telephone number and size of organization's workforce as well as services provided. It is the Bidder's responsibility to provide valid reference information and the City reserves the right to use reference checks in its evaluations of bids.

#### **QUALIFICATIONS**

1. Confirm you are licensed to provide armed security guard services in North Carolina and provide documentation.
2. Confirm you have at least three (3) years providing armed security guard services.
3. Describe the account set up you would use to service the City's account. Provide a brief resume of qualifications and experience for the personnel and their backup who will be servicing the City's account. Include professional qualifications, educational background (also indicating current and historical account responsibilities), and specific municipal government experience. If your servicing plans include the use of personnel other than the identified servicing location, describe the method or internal set-up that assures your servicing office clients are well serviced.
4. Describe your firm's servicing and technical capabilities. Provide a general background of your company as it relates to the line of coverage for which the City is seeking a proposal. Describe any special expertise your firm has in providing security services to municipal government.
5. What is your average response time to questions posed from your clients?
6. Provide your suggestions for developing a reliable, viable, working relationship with the City. Please be brief and concise.
7. State any other facts and information you feel are pertinent to the selection process as they relate to your firm.



**COST ESTIMATE**

Bids shall include a quote for hourly armed guard services for services stipulated in this bid.

The City plans to thoroughly evaluate and rank the qualifications of all bids before considering the cost quote.

**EVALUATION AND AWARD CRITERIA**

The City will evaluate the proposals and make a selection based on the firm that is providing the City the most benefit for the price being paid. The firm able to provide the City with the most cost effective situation and best meeting the City's expectations for experience, service approach and cost will be selected.

The City reserves the right to invite the top ranked firms to make a presentation.

It is the purpose of this bid to obtain data as complete as possible from each bidder that will enable the City to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract.

Failure of the bidder to provide in their bid any information requested in this bid may result in disqualification of the bid and shall be the responsibility of the bidding firm.

The City reserves the right to reject any or all bids, to negotiate with any bidder considered qualified, or to make an award without further discussion.

**EXHIBIT C**

**SAMPE CONTRACT**

STATE OF NORTH CAROLINA

SERVICE CONTRACT  
NUMBER \_\_\_\_\_

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and \_\_\_\_\_ (state of incorporation or type of organization) hereinafter referred to as ("CONTRACTOR").

**W I T N E S S E T H :**

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

A. **TERMS AND CONDITIONS:**

1. CONTRACTOR shall provide **armed security services stipulated in Bid-298-City-Hall-Security and** as set forth in Exhibit A.
2. The term of this contract shall be from \_\_\_\_\_.
3. The City will compensate the CONTRACTOR a maximum amount of \$\_\_\_\_\_. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City \$\_\_\_\_\_ per hour. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. The CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the \_\_\_\_\_ or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.
5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will

maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.

6. **INSURANCE.** The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability (including Security Guard Liability), workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Contractor's general liability policy and provide a waiver of subrogation on the Contractor's general liability and workers' compensation policies. In the event of bodily injury or property damage loss caused by the Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how "Other Insurance" provisions may read. No work shall be performed until Contractor has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City.

Commercial General Liability:	\$1,000,000 per occurrence
Excess (Umbrella) Liability:	\$5,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000

7. CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.
8. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
9. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
10. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
11. Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to

perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

- B. TERMINATION AND MODIFICATION: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- C. ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties.
- D. SEVERABILITY: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- E. GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F. ASSIGNABILITY: This contract is not assignable by either party without the prior written consent of the other party.
- G. REQUIREMENT OF CITY CONTRACTS:
  - 1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
  - 2. CONTRACTOR will comply with the City's Drug Free Workplace policy.
  - 3. Minority Business Plan

The City of Asheville has adopted a Minority Business Outreach Plan to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of success in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of this Outreach Plan. Questions regarding the Minority Business Outreach Plan may be directed to, Brenda Mills, Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by e-mail at [minoritybusiness@ashevillenc.gov](mailto:minoritybusiness@ashevillenc.gov) or [bmills@ashevillenc.gov](mailto:bmills@ashevillenc.gov). You can access a listing of certified minority firms at either <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (State of North Carolina's VendorLink search) or [www.doa.state.nc.us/hub](http://www.doa.state.nc.us/hub) (Link for Office of Historically Underutilized Businesses to search for HUB vendors directly). **All bidders are notified that they must show proof of minority or woman business status for purposes of this bidding opportunity if they do not use the Office of Historically Underutilized Businesses as their source for outreach efforts.**

It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

3. Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

H.

E-VERIFY EMPLOYER COMPLIANCE

By executing this contract, the Contractor and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>